

AGENDA ITEM SUMMARY

Division: Public Works

Department: Facilities Maintenance

Revised 1/03

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Yoga by the Sea

Contract # _____

Effective Date: May 1, 2004

Expiration Date: Month-to-Month

Contract Purpose/Description:

Facilities Use Agreement for the purpose of operating Yoga classes at the Higgs Beach platform.

Contract Manager: Miguel Carbonell
(Name)

4385
(Ext.)

Facilities Maint/Parks & Rec. #4
(Department/Stop #)

for BOCC meeting on July 14, 2004

Agenda Deadline: June 29, 2004

CONTRACT COSTS

Total Dollar Value of Contract: \$ Revenue- Current Year Portion: \$ 2,600.00

Budgeted? Yes ☐ No ☐

Grant: \$ _____

County Match: \$ _____

Account Codes:

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr

(Not included in dollar value above)

For: _____

(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	<i>Chris</i>	6/22/04
Risk Management	6/8/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Bill Graham</i>	6/8/04
O.M.B./Purchasing	6/9/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>Sheila A Barker</i>	6/9/04
County Attorney	6/10/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>S. Hitt</i>	6/10/04

Comments: _____

Facilities Use Agreement

THIS AGREEMENT is entered into this 14 day of July, 2004 by and between BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA, (BOCC) and Meghan Cole d/b/a Yoga by the Sea, and whose address is PO Box 915, Key West, FL. 33041.

WHEREAS, Yoga by the Sea has been using the platform at Higgs Beach for the past four years pursuant to an informal agreement; and

WHEREAS, it is desired to formalize said agreement and provide for modification during the summer months;

NOW, THEREFORE, and in consideration of the mutual covenants, contained herein the parties agree as follows:

1. The BOCC hereby licenses Meghan Cole d/b/a Yoga by the Sea (Hereafter "Yoga by the Sea") to use the platform at Higgs Beach, Key West, Florida, on a month-to-month basis, commencing May 1, 2004, and terminating upon either party giving written notice of termination to the other, for or without cause, at least fifteen (15) days in advance of the termination date.
- 2(a). For the period May 1, 2004 through October 31, 2004, and each May 1 through October 31 thereafter, Yoga by the Sea shall pay to County a monthly fee of one hundred twenty dollars (\$120.00), for the use of said platform for three classes per week each class not to exceed one and a half (1-1/2) hours. Commencing November 1, 2004, Yoga by the Sea shall pay a monthly fee of four hundred dollars (\$400.00) for use of said platform for eleven classes per week.
- (b). The Facilities Use Agreement/contract amount agreed to herein *might* be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent 12 months available.
3. Indemnification and Hold Harmless: Yoga by the Sea covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of Yoga by the Sea utilizing the property governed by this Facilities Use Agreement. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

4. Insurance Requirements: Recognizing that the work governed by this contract involves the provision of classes related to physical education for profit, Yoga by the Sea shall purchase and maintain throughout the life of the contract, insurance covering the activity specified in the contract.

The Monroe County Board of County Commissioners shall be named as Additional Insured.

The minimum limits of liability shall be \$300,000 per occurrence.

General Liability: Prior to the commencement of work governed by this contract, Yoga by the Sea shall obtain General Liability Insurance or provide proof of self-insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \$ 100,000 per Person
- \$ 300,000 per Occurrence
- \$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

5. Permits: Yoga by the Sea will secure all required permits and licenses, including but not limited to occupational licenses.
6. Independent Contractor: It is the intent of the parties hereto that Yoga by the Sea shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the BOCC and the BOCC shall at no time be legally responsible for any negligence on the part of said Yoga by the Sea, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
7. Disclosure: Yoga by the Sea shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. Yoga by the Sea shall disclose to the BOCC and TDC all actual or proposed conflicts of interest,

financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the BOCC and TDC.

8. Assignment: Yoga by the Sea shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or her power to execute such agreement to any person, company or corporation without prior consent of the BOCC.
9. Compliance with laws - Nondiscrimination: Yoga by the Sea shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, gender identification, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.
10. Governing Law/Venue: This Agreement shall be governed and construed by and in accordance with the laws of the State of Florida and the County of Monroe and Federal law. Venue for any dispute concerning this Agreement shall be in Monroe County.
11. Severability: If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
12. Ethics Clause: Yoga by the Sea warrants that it has not employed, retained or otherwise had act on its behalf, any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion, terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.
13. Public Entity Crimes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for period of 36 months from the date of being placed on the convicted vendor list."

14. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the BOCC and Yoga by the Sea.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)

Yoga by the Sea

By _____
MEGHAN COLE

(SEAL)

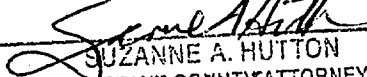
Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 6/16/04

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 17 & 18, 2002

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance

AGENDA ITEM WORDING:

Authorization for Yoga by the Sea to modify their agreement for the use of the Higgs Beach platform.

ITEM BACKGROUND:

Yoga by the Sea received BOCC approval to use the platform at Higgs Beach since June 14, 2000. Proposal to extend their hours of operation and days per week due to student requests and to modify their payment to BOCC to a flat monthly fee.

PREVIOUS RELEVANT BOCC ACTION:

On June 14, 2000, the BOCC granted authorization for Yoga by the Sea to utilize the platform at Higgs Beach.

CONTRACT/AGREEMENT CHANGES:

To change from Seven (7) classes per week to Eleven (11) classes per week (and) from One and One-Half (1 ½) hours per session to Two (2) hours per session, and from Ten Dollars (\$10.00) per session payable to BOCC, to a flat fee of Four Hundred Dollars (\$400.00) per month payable to BOCC.

STAFF RECOMMENDATIONS:

Approval as stated above.

TOTAL COST: \$0.00

BUDGETED: Yes N/A No N/A

COST TO COUNTY: N/A

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** \$400.00 **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

ITEM PREPARED BY: John W. King
John W. King, Acting Sr. Director, Lower Keys Operations

DIVISION DIRECTOR APPROVAL:

Dent Pierce
Dent Pierce, Director of Public Works

DOCUMENTATION: Included X To Follow Not Required

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 14/15, 2000

Division: Public Works

Bulk Item: Yes: X No:

Department: Facilities Maintenance

Agenda Item Wording:

Authorization for YOGA BY THE SEA to utilize the wood platform at Higgs Beach.

Item Background:

A group of friends began practicing yoga on the beach two years ago. During the past two years, this group has expanded to a steady class of five - ten participants per class. Donations are accepted to purchase mats, blankets and/or other yoga equipment. Yoga by the Sea is requesting to utilize the wood platform at Higgs Beach ten and one-half (10 ½) hours per week (1 ½ hours per day) to practice yoga and has proposed to pay Monroe County \$10.00 per session for use of said property. This arrangement will provide limited use of wood platform (1½ hours per day). Under current Use of County Property rules & regulations it would cost more money than Yoga by the Sea can afford to pay and would put this class out of business.

Previous Relevant BOCC Action:

None

Staff Recommendation:

Approval as stated above.

Total Cost: \$0.00

Budgeted: Yes: N/A No: N/A

Cost To County: \$0.00

Cost Center:

Revenue Producing: Yes: X No: Amount per Month: @ \$300.00 Year: \$3,640.00

Approved By: County Atty: _____ OMB/Purchasing: _____ Risk Mgmt: _____

Item Prepared By: Carlos Zarate 5/31/00
Carlos Zarate, Director of Facilities Maintenance

Division Director Approval: Dent Pierce 5/31/00
Dent Pierce, Director of Public Works

Documentation: Included: X To Follow: Not Required:

Disposition: Approved Agenda Item #: C-28

received
10/10/00 RY